CONFIDENTIALITY UNDERTAKING

1) We [ ] (the Receiving Organisation) acknowledge that Queen Mary, University of London (QMUL) has agreed to provide or otherwise disclose information on QMUL owned Intellectual Property in relation to [ ] and that this information is confidential to QMUL.

2) The Receiving Organisation agrees that, in respect of all such Information/ Material received or obtained by it from QMUL ("the information"), the Information/ Material remains the property of QMUL and that the Receiving Organisation will:

   i) treat the Information/Material as confidential and apply no lesser security measures to the Information/Material than that party applies to its own confidential information;

   ii) not disclose the Information/Material to any third party without the prior written consent of QMUL.

   iii) use the Information/Material solely for the purpose of the business activities set out in 1 above;

   iv) hand over to QMUL all documents, copies and notes exchanged between the parties to the extent that they contain the Information/ Material, within one month of receipt of a written request from QMUL.

3) The Receiving Organisation further agrees that: the requirements of paragraph (2) shall not apply to any part of the Information/Material which:

   i) is in or comes into the public domain without breach of this undertaking by such party;

   ii) is lawfully received by the Receiving Organisation from a third party without breach by the Receiving Organisation or such third party of an obligation of confidence towards QMUL;

   iii) can be shown to have been in the lawful possession of the Receiving Organisation prior to receipt from QMUL or to have been developed by or for the receiving organisation at any time independently of any disclosure by QMUL;

4) With respect to the Information/Material, this Undertaking replaces any previous agreement or understanding, whether written or oral, between the Receiving Organisation and QMUL.
5) This agreement is subject to the Laws and Jurisdiction of the English Courts.

SIGNED for and on behalf of
Queen Mary, University of London

__________________________________
Authorised signatory

__________________________________
Title

__________________________________
Date

SIGNED for and on behalf of

__________________________________
Authorised signatory

(The Receiving Organisation)

__________________________________
Title

__________________________________
Date